

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020 (213) 351-5602

Board of Supervisors
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September 16, 2003

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

REQUEST FOR APPROVAL OF AMENDMENT NUMBER EIGHT TO INCREASE FUNDING FOR FAMILY SUPPORT SERVICES WITH HELPLINE YOUTH COUNSELING, INC.

(FOURTH SUPERVISORIAL DISTRICT) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair to sign the attached Amendment Number Eight (Amendment) to increase funding to Agreement Number 70916 (Agreement) with Helpline Youth Counseling, Inc. (Helpline) for additional Family Support Services, effective upon Board approval through September 30, 2003. The amount of the increase is \$188,504 for a Maximum Annual Contract Sum of \$453,364. Family Support Services are 100% financed by federal Promoting Safe and Stable Families (PSSF) funds with no net County cost. Funding for Family Support Services is included in the Fiscal Year (FY) 2003-04 Adopted Budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended action is to increase funding to the Helpline Agreement for the provision of additional Family Support Services to families in the Fourth Supervisorial District.

There are currently 25 Family Support Services agreements with various agencies and a Memorandum of Understanding (MOU) with the Department of Parks and Recreation for Family Support Services. On May 20, 2003, your Board approved a form amendment to increase funding to 24 Family Support Service agreements. The MOU with the Department of Parks and Recreation also received an increase in funding.

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Helpline was excluded from the request due to a pending auditing/business issue with the County Auditor-Controller's Office. The issue has since been resolved and because the increase in funding exceeds 10%, Board approval is needed.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the County Strategic Plan Goals 1 (Service Excellence) and 5 (Children and Families' Well-Being). The recommended actions will increase access to Family Support Services and collaborate/integrate services for children and families across functional and jurisdictional boundaries.

FISCAL IMPACT/FINANCING

The current annual cost of the Helpline Agreement is \$264,860. The additional funds of \$188,504 will increase the Maximum Annual Contract Sum to \$453,364. The additional funds will provide additional Family Support Services to families in the Fourth Supervisorial District. Family Support Services are fully financed using federal PSSF funding; there is no net County cost. Funding is included in the FY 2003-2004 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The authority for the Family Support Services agreements rests, in part, on the federal law that created and funded the federal Family Support Program. The federal program seeks, among other things, to use community-based network services to promote the safety and well being of children and families.

The federal PSSF allocation for FFY 2002-03 provided a higher level of funding and DCFS asked CDSS to use these funds to increase Family Support Services.

On May 20, 2003, your Board approved a form amendment to increase funding to 24 Family Support Service agreements. The MOU with the Department of Parks and Recreation also received an increase in funding. Helpline was excluded from the request due to a pending auditing/business issue with the County Auditor-Controller's Office. The issue with Helpline has since been resolved. Therefore, DCFS is requesting Board approval to increase Helpline's Agreement for the provision of additional Family Support Services to children and families in the Fourth Supervisorial District in FFY 2002/03.

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The Amendment incorporates new Board mandated language such as the Mandatory Requirement to Register on County WebVen and the Safely Surrendered Baby Law.

This Board Letter and Amendment have been reviewed by County Counsel and CAO. County Counsel approved the Amendment as to form.

CONTRACTING PROCESS

There was no additional contracting process associated with this Amendment.

DCFS has evaluated and determined that the Living Wage Ordinance Program (County Code Chapter 2.201) does not apply.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this Amendment will provide additional Family Support Service to children and families in the Fourth Supervisorial District. The availability of these services is paramount to the prevention of child abuse and neglect by promoting child safety, empowering families, and facilitating healthy parent-child relationships.

In addition, if this Amendment is not approved, DCFS will not be able to use the increase in federal PSSF funds to obtain additional Family Support Services for children and families and may have to return the unused funds to the State.

CONCLUSION

Upon approval by the Board, it is requested that the Executive Officer/Clerk of the Board send a copy of the adopted Board letter and attachments to:

- Helpline Youth Counseling, Inc.
 Attention: Nelson Kee, Acting Executive Director
 12440 East Firestone Blvd., Suite 1000
 Norwalk, CA 90650
- Department of Children and Family Services
 Attention: Walter Chan, Manager
 425 Shatto Place, Room 205
 Los Angeles, CA 90020

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Office of the County Counsel, Children's Services
 Attention: Rose Belda, Principal Deputy County Counsel
 201 Centre Plaza Drive
 Monterey Park, CA 91754

Respectfully submitted,

DAVID SANDERS, Ph. D. DIRECTOR

DS:WC RR:rl

Attachment (1)

c: Chief Administrative Officer Commission for Children and Families

ATTACHMENT

AMENDMENT NUMBER EIGHT

TO AGREEMENT NUMBER 70916

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

HELPLINE YOUTH COUNSELING, INC.

FOR

FAMILY SUPPORT PROGRAM SERVICES

September 2003

AMENDMENT NUMBER EIGHT TO THE FAMILY SUPPORT PROGRAM SERVICES AGREEMENT NUMBER 70916 WITH HELPLINE YOUTH COUNSELING, INC.

This Amendment Number Eight (hereafter, Amendment) to the Family Support Program Services Agreement Number 70916, as previously amended (hereafter, Agreement), is made and entered into at Los Angeles, California this _____ day of _____ 2003, by and between the County of Los Angeles (hereafter, COUNTY) and Helpline Youth Counseling, Inc. (hereafter, CONTRACTOR).

WHEREAS, the parties have previously entered into the an Agreement to provide Family Support Program Services; and

WHEREAS, the purpose of this Amendment is to increase funding for Federal Fiscal Year (FFY) 2002-03 for Family Support Program Services; and

WHEREAS, pursuant to Section 2.0 (Changes and Amendments) Sub-section 2.2 of the Agreement, the following changes are made to the Agreement; and,

NOW, therefore in consideration of the foregoing and mutual consent herein contained, the Agreement is amended as follows:

- 1. Section 1.0, APPLICABLE DOCUMENTS, Sub-section 1.1 and Sub-section 1.2 are amended and restated in their entirety to read as follows:
 - 1.1 Exhibits A, A -1, A 2, A 3, A 4, A 5, A 6, A 7, A 8, B, B 1, B 2, B 3, B 4, B 5, B 6, B 7, B 8, C, D, E, F, G, H, I, J, K, and L are incorporated by reference to form a part of this Agreement.
 - 1.2 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Agreement, and then to the Exhibits according to the following priority:

Exhibit A, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8 – Statement of Work

Exhibit B, B-1, B-2, B-3, B-4, B-5, B-6, B-7, B-8 – Program Budget

Exhibit C – Sample Subcontract Agreement

Exhibit D – Employee Acknowledgment and Confidentiality Agreement

Exhibit E – Bidder's/Offeror's Equal Employment Opportunity (EEO) Certification

Exhibit F – Community Business Enterprise Form (CBE)

Exhibit G – Contract Accounting and Administrative Handbook

Exhibit H – Office of Management and Budget Circular A-122, "Cost Principles for Nonprofit Organizations"

Exhibit I – Office of Management and Budget Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions"

Exhibit J – Internal Revenue Service Notice 1015

Exhibit K – Contractor Employee Jury Service

Exhibit L – Safely Surrendered Baby Law

- 2. Section 5.0, CONTRACT SUM, is amended in part to restate Sub-section 5.1 and Sub-section 5.2 and add Sub-section 5.4.1 as follows:
 - 5.1 The maximum contract sum under the terms of this Agreement shall be the maximum monetary amount payable by COUNTY to CONTRACTOR as specified in Exhibits B, B-1, B-2, B-3, B-4, B-5, B-6, B-7 and B-8, Program Budget, for supplying tasks, deliverables, goods, services, and other work specified herein under this Agreement. In no event shall this Agreement give rise to a charge on any other funds of COUNTY.
 - 5.2 The maximum contract sum for the term of this Agreement is \$2,382,619 and reflects the amount per Federal Fiscal Year (FFY) as follows:

| YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 |
|-----------|-----------|-----------|-----------|
| \$368,203 | \$243,281 | \$306,855 | \$336,972 |
| YEAR 5 | YEAR 6 | YEAR 7 | |
| \$336,972 | \$336,972 | \$453,364 | |

5.4.1 The Maximum Annual Contract Sum from the date of execution of this Amendment Number Eight through September 30, 2003, is increased from Two Hundred Sixty-Four Thousand, Eight Hundred Sixty Dollars (\$264,860) to Four Hundred Fifty-Three Thousand, Three Hundred Sixty-Four Dollars (\$453,364).

3. Section 6.0, PAYMENT AND INVOICES Sub-sections 6.11, 6.12, and 6.13 are added as follows:

- 6.11 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 6.12 CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 31.0 and 11.0 of this Agreement, when expenditures under this Agreement total seventy-five (75%) of the Maximum Contract Sum. Furthermore, CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 31.0 and 11.0 of this Agreement, when this Agreement is within six (6) months of expiration. CONTRACTOR shall send these notices to those persons and addresses which are set forth in Sections 31.0 and 11.0.
- 6.13 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.

4. Section 34.0, FIXED ASSETS, is deleted in its entirety and replaced as follows:

34.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Agreement shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Agreement. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of

this Agreement and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Agreement to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

5. Section 61.0, MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN, is added and reads as follows:

61.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential Contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm.

6. Section 62.0, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDER BABY LAW, and 63.0, CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDER BABY LAW, are added as follows:

62.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDER BABY LAW

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit O, Safely Surrender Baby Law Fact Sheet, of this Agreement and is also available on the Internet at www.babysafela.org http://www.babysafela.org for printing purposes.

63.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDER BABY LAW

CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrender Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractor's to voluntarily post the COUNTY's "Safely Surrender Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's

Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

- 7. Exhibit A 8, Statement of Work, is attached hereto and incorporated by reference. Exhibit A 8, Statement of Work, for contract period of date of execution of this Amendment through September 30, 2003, hereby amends by supplementing Exhibit A, Statement of Work, of the Agreement covering services provided.
- 8. Exhibit B 8, Budget for the contract period of date of execution of this Amendment through September 30, 2003, hereby amends by supplementing Exhibit B, Budget.

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AMENDMENT, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT AND ITS PRIOR AMENDMENTS SHALL REMAIN IN FULL FORCE AND EFFECT.

AMENDMENT NUMBER EIGHT TO AGREEMENT NUMBER 70916 WITH HELPLINE YOUTH COUNSELING, INC. FOR FAMILY SUPPORT PROGRAM SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Agreement to be subscribed on its behalf by the Director, or his designate, of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officer, the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

| | COUNTY OF LOS ANGELES |
|---|--|
| ATTEST: | By Chair, Board of Supervisors |
| VIOLET VARONA-LUKENS Executive Officer-Clerk of the Los Angeles County Board of Supervisors | |
| Ву | Helpline Youth Counseling, Inc. CONTRACTOR |
| | Ву |
| | Name |
| | Title |
| | Ву |
| | Name |
| | Title |
| | 23-7113824 Tax Identification Number |
| APPROVED AS TO FORM: | |
| BY THE OFFICE OF COUNTY COUNSEL LLOYD W. PELLMAN, COUNTY COUNSEL | |
| By Deputy County Counsel | _ |

No shame. No blame. No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.



In Los Angeles County: 1-877-BABY SAFE 1-877-222-9723 www.babysafela.org



State of California Gray Davis, Governor

Health and Human Services Agency Grantland Johnson, Secretary

Department of Social Services Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District Yvonne Brathwaite Burke, Supervisor, Second District Zev Yaroslavsky, Supervisor, Third District Don Knabe, Supervisor, Fourth District Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. Aparent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.



En el Condado de Los Angeles: 1-877-BABY SAFE 1-877-222-9723

www.babysafela.org



Estado de California Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos (Health and Human Services Agency) Grantland Johnson, Secretario

Departamento de Servicios Sociales (Department of Social Services) Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles Gloria Molina, Supervisora, Primer Distrito Yvonne Brathwaite Burke, Supervisora, Segundo Distrito Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite
a los padres entregar a su recién nacido confidencialmente.

Siempre que el bebé no haya sufrido abuso ni negligencia,
padres pueden entregar a su recién nacido sin temor a ser
arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres dias del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

- ¿Sólo los padres podrán llevar al recién nacido? En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.
- ¿Los padres deben llamar antes de llevar al bebé? No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.
- ¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo. ¿Qué pasará con el padre/madre? Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.